

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DMI INTERNATIONAL, LLC
Plaintiff

VS.

**LAMCO ENERGY GROUP, LLC;
TECNOLOGIAS RELACIONADAS CON
ENERGIA Y SERVICIOS
ESPECIALIZADOS, S.A. DE C.V.;
BUMI ARMADA NAVIGATION, SDN,
BHD AND THE M/V ARMADA
FIRMIN 3-IN REM**

[illegible]

CIVIL ACTION NO. _____

PLAINTIFF'S ORIGINAL COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, DMI International, LLC, plaintiff in the above entitled matter and files this, its Plaintiff's Original Complaint seeking recovery against Lamco Energy Group, LLC; Tecnologicas Relacionadas con Energia Y Servicios Especializados, S.A. de C.V. (hereinafter referred to as "TRESE"); Bumi Armada Navigation, SDN, BHD (hereinafter referred to as "BUMI") and in rem against the vessel Armada Firmin 3. As further proof thereof, plaintiff would respectfully show unto the Court the following:

I. JURISDICTION AND VENUE

1. This complaint concerns the breach of a maritime contract and is within the admiralty and maritime jurisdiction of this Court within the meaning of 28 U.S.C. §1333 and Federal Rule of

Civil Procedure 9(h). The contract at issue call for jurisdiction in the United States District Court and for the laws of the United States to apply.

II. IDENTITY OF PARTIES

2. Plaintiff DMI International, LLC is a Texas limited liability company headquartered in The Woodlands, Montgomery County, Texas.

3. Defendant Lamco Energy Group, LLC is Texas limited liability company headquartered in Houston, Texas. It may be served with process via its registered agent Fred A. Larrea at 15415 Greenleaf Lane, Houston, Texas 77062.

4. Defendant Tecnologias Relacionadas con Energia Y Servicios Especializados, S.A de C.V is a Mexican entity headquartered in the Mexican state of Mexico. Defendant TRESE may be served with process via certified mail pursuant to Article 10(a) of the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters.

5. Defendant Bumi Armada Navigation, SDN BHD is a Malaysian entity headquartered in Malasia. Defendant BUMI may be served with process via certified mail pursuant to Article 10(a) of the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters.

III. FACTUAL BACKGROUND

6. The vessel Armada Firmin 3 is owned by defendant Bumi and is operating in the Gulf of Mexico which provides living quarters to works on nearby offshore platforms. Bumi entered into a contract with TRESE wherein TRESE was to provide technical services and maintenance

on the vessel and to provide retrofit the vessel to complete its mission. The housed workers are transported from the vessel to the platform via helicopter.

7. On or about October 14, 2009, TRESE and its subcontractor Lamco Energy Group, LLC entered into a contract with plaintiff wherein plaintiff was to design a helipad for the vessel and lease a helicopter refueling system to the vessel. Plaintiff fully complied with its obligations and furnished the requested items to the vessel which were necessary in enabling the vessel to complete its mission as per 46 U.S.C. §310301.

8. To date, despite repeated demands, the defendants have failed to pay the \$138,640.00 which is due and owing for the materials provided to the vessel.

IV. CAUSES OF ACTION

A. Prayer for the Arrest of the Armada Firmin 3 Pursuant to Supplemental Rule C

9. On or about October 14, 2009, plaintiff DMI entered into an agreement to provide the design of a helipad and the lease of a helicopter refueling system to the vessel Armada Firmin 3. Attached as Exhibit "A" is the contract between the parties.

10. Plaintiff duly provided the items and such were accepted by the vessel. However, payment is now overdue and DMI has not been paid several payments which are due and owing. DMI therefor possesses a maritime lien against the Armada Firmin 3 in the amount of \$138,640.00 plus contractually agreed interest on said amount running from January 1, 2010 at the rate of 15% per annum calculated daily on the outstanding balance. Interest accrued to date exceeds \$95,000.00.

B. Claims in Personam Against Trese, Lamco and Bumi

11. Plaintiff DMI re-alleges as if set forth in full, the matters and facts alleged in all foregoing paragraphs of this complaint.

12. On or about August 10, 2009, plaintiff entered into a contractual agreement to provide design services and a helicopter refueling system to the vessel Armada Firmin 3. Said services and equipment were delivered by plaintiff on or about December 15, 2009.

13. Such services and equipment were for the benefit of defendant BUMI and payment was guaranteed by defendants Lamco and TRESE. Unfortunately, defendants soon fell behind on the monthly lease payments and totally ceased payments on October 3, 2011. Despite repeated payments, defendants have failed to pay the amount of \$138,640.00 which is due and owing in addition to contractually agreed interest.

14. WHEREFORE, PREMISES CONSIDERED, plaintiff DMI International, LLC respectfully prays for the following relief:

- A. That this honorable Court order a warrant for the arrest of the vessel Armada Firmin 3 to be issued and served upon that vessel, and that the vessel be arrested, in rem, to secure to plaintiff its claims against the vessel for breach of the maritime contract and that judgment be entered in favor of plaintiff and against the Armada Firmin 3 in the amount of \$138,640.00 plus contractually agreed interest as detailed in the paragraphs above;
- B. That the defendant vessel, through its owner or authorized representative be cited to appear and answer herein all and singular the matters aforesaid and that a

judgment be entered in favor of the plaintiff for the amount of its claims, including contractual interest, attorney's fees, and costs;

- C. That judgment be entered in favor of plaintiff against the defendants TRESE, Lamco Energy Group and BUMI in the amount of \$138,640.00 plus contractually agreed interest, attorney's fees, and costs; and
- D. that the Court award plaintiff all other relief to which it may be entitled, either at law or in equity.

Respectfully submitted,

The Voss Law Firm, P.C.

Respectfully submitted,

s/ Scott G. Hunziker

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